UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CONSIST SOFTWARE SOLUTIONS,
INC. f/k/a CONSIST INTERNATIONAL.
INC.,

          Plaintiff,

    -against-

SOFTWARE AG, INC. and SOFTWARE
AG,

          Defendants;

AND RELATED COUNTERCLAIMS

Case No. 07-7047 (CM)(FM)

**STIPULATION AND FINAL JUDGMENT**

Plaintiff Consist Software Solutions, Inc. f/k/a Consist International. Inc. ("Consist") and defendants Software AG, Inc. ("SAGA") and Software AG ("SAG")(collectively "Software AG") (all together "the Parties") stipulate as follows:

1.     Counts II and VII of Consist's Complaint and Counts II and III of Software AG's Answer and Counterclaims seeking declaratory judgment (collectively the "Declaratory Judgment Claims") concerning the Distributorship Agreement between SAGA and Consist effective January 1, 1998 (the "Agreement"), were resolved in the bench trial of the matter in a ruling by the Court issued from the bench on December 17, 2007 (the "Judgment").

2.     On December 17, 2007 the Court made Findings of Fact and Conclusions of Law, *inter alia,* that the April 6, 2006 notice of non-renewal was effective and will cause the Agreement to terminate in accordance with paragraph 1 as of December 31, 2007.

3.     Count I of Software AG's Counterclaims under Fed. R. Civ. P. 41(a)(1) is dismissed without prejudice.

4.     Software AG shall not re-file or otherwise raise the claims set forth in Count I of its Counterclaims unless the Judgment is reversed, reconsidered, vacated, remanded, overruled,, modified or otherwise changed in such a manner as to alter the effect of the Judgment that Software AG properly

and lawfully terminated the Agreement effective December 31, 2007.

5.    Consist's claims and Software AG's Counterclaims did not raise any claim of right to ownership of intellectual property, including without limitation, claims by Software AG to ownership, beneficial interest or transfer of registration of the trademarks "ADABAS" and "NATURAL". Any claims concerning ownership, beneficial interest or transfer of registration of any intellectual property alleged to be owned by Software AG are expressly excluded from the agreement set forth in Paragraph 4 above. In the event Software AG commences an action based on any such claims, Consist stipulates that it will not raise as a defense thereto res judicata, collateral estoppel or any similar issue preclusion defense based upon anything in or arising from this action. Consist reserves any and all other rights, claims and defenses it may have relating to ownership, registration or use of intellectual property or trademarks.

6.    Each party shall bear its own costs.

7.    This Stipulation and Final Judgment, together with the Court's Findings of Fact, Conclusions of Law and Verdict, is the "Judgment" of the Court under Fed. R. Civ. P. 54 from which an appeal lies.

Dated: New York, NY
       December 21, 2007

DUANE MORRIS LLP

By: _____
    Hyman L. Schaffer
    1540 Broadway
    New York, New York 10036
    (212) 692-1000

    Attorneys for Plaintiff Consist Software
    Solutions, Inc. f/k/a Consist International,
    Inc.

BAKER & McKENZIE LLP

By: _____
    James David Jacobs
    1114 Avenue of the Americas
    New York, New York 10036
    (212) 626-4100
    Attorneys for Defendant/Counter-Plaintiff
    Software AG, Inc. and Defendant Software
    AG

SO ORDERED AND ADJUDGED:

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